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Conditions for graduation at a company

These conditions will apply on all graduation projects performed by students of TU Delft at a company.

The company, the student, and TU Delft shall lay down, at least, the following matters in a graduation agreement:

- a. The name of the graduation project.
- b. A substantive description of the graduation project's content.
- c. The duration of the graduation project.
- d. The name of the graduation project supervisor appointed by the company.
- e. The name of the thesis supervisor appointed by TU Delft.
- f. The information received by the company from the thesis supervisor or other persons from TU Delft and which information the company and the student should keep confidential, including possible trade secrets as defined in Article 1 of the Trade Secrets Act ("*Wet bescherming bedrijfsgeheimen*").
- g. Knowledge, software, and technology belonging to TU Delft, protected by any intellectual property right, received by the company and the student as background information for the fulfilment of the graduation project. An overview of this information shall be attached to the substantive description of the graduation project's. Before signing the graduation agreement, the company shall assess whether or not it is desirable to receive the aforementioned background information.
- h. A statement confirming that the company, the student, and TU Delft accept these conditions and that, in case of inconsistencies between these conditions and the graduation agreement, these conditions will prevail over the graduation agreement.

If required, the company and the student may agree to additional terms regarding the confidentiality of company information, the rights to the results, and the liability of the student. However, these terms should always meet the conditions below as otherwise the student will not be able to graduate on the basis of the graduation project. If the terms between the company and the student contains any inconsistencies in respect of the conditions below, the conflicting provisions of these terms shall not apply to the student. These conditions will prevail over the terms between the company and the student. The agreement between the company and the student shall not be considered as an employment agreement within the meaning of Article 7:610 of the Dutch Civil Code ("*Burgerlijk Wetboek*"). For graduation projects, the company is not allowed to require and ask TU Delft employees for signing personal confidentiality agreements.

The Conditions

1. Definitions

The following information plays a role in the graduation project:

- The results of the graduation project, called "results." The student shall include these results in a graduation thesis, as agreed upon in Article 3 below.

- Confidential Company Information: means information which the student obtains from the company and the company gave permission to the student to share this information with TU Delft to be necessary for the evaluation and supervision of the graduation project. The foregoing under the condition that such information is kept confidential during 5 years by student and TU Delft after the termination date of the graduation project.
- Confidential Information: means information which the student obtains from TU Delft and TU Delft gave permission to the student and the company to share this information mutually to be necessary for the graduation project. The foregoing under the condition that such information is kept confidential during 5 years by student and company after the termination date of the graduation project.
- Secret Company Information: means information which the student obtains from the company and the student is not allowed to share this information with TU Delft. The student shall keep this information confidential as long as this information is not released as public information.
- The (Intellectual Property) rights on information (whether confidential and secret or not) shared by company or TU Delft under the scope of this agreement, will be stay vested in the party who disclosed this information.

2. Confidentiality of Company Information

Prior to the start of the graduation project, the company should arrange with the student on how to differentiate between public information, Confidential Company Information and Secret Company Information having noticed by the student during his/her presence at the company as well as how to deal with this information in the communication with TU Delft and third parties. If the foregoing does apply, these conditions will be included in the graduation agreement between the company and the student.

The student may share the Confidential Company Information with TU Delft. In case the thesis supervisor and the examination board of TU Delft are of the opinion that the graduation thesis cannot be evaluated properly due to the lack of Secret Company Information, TU Delft and company shall enter into discussion on how to reach a reasonably and fairly solution within a reasonable timeframe.

The company is not allowed to impose fines on the student for any breach of the confidentiality obligations, but in case of such breach the company may claim compensation of damages from the student to be determined by a Dutch court.

Parties shall keep the Confidential Company Information and the Confidential Information received from each other, although via the student or not, confidential for 5 years following the termination date of the graduation project if such information is marked, in writing, as confidential; if it is evident due to the nature of the information that it is confidential; or if it is reasonably evident that such information should be considered as confidential. Parties may not publish Confidential Company Information or Confidential Information received without having obtained prior written consent from the disclosing party. This obligation of confidentiality does not apply to information that was already in public, or when the party concerned can prove that the Confidential Company Information or Confidential Information

was already known before the information was disclosed, or when the party concerned can prove that the information was acquired from a third party and this party was not bound by confidentiality of the Confidential Company Information or the Confidential Information.

3. Publication of the Graduation Thesis

TU Delft, the student and the company will keep the results confidential until the graduation thesis is published. The student should give a public presentation of the results and should publish the graduation thesis by uploading it to the repository at <http://repository.tudelft.nl>.

The graduation thesis or the confidential annex will under no circumstances include Secret Company Information. The company and the student may agree that the student shall remove Confidential Company Information and company sensitive not being generic results from the graduation thesis and include them in a confidential annex to the graduation thesis when necessary for the evaluation of the thesis. The confidential annex will not be uploaded and should be kept confidential for 5 years. The use of a confidential annex shall not affect the scientific quality of the uploaded graduation thesis. This is because, among others, a visitation commission which evaluates education should be always able to inspect graduation results.

The company and the student will agree jointly on when the student should provide the draft graduation thesis and draft public presentation to the company in order to be able to screening these documents on possible Confidential and Secret Company Information as well as company sensitive results. This period, consisting of the screening by the company and possible alterations by the student, may not last longer than 30 days before the graduation ceremony.

The student should provide the complete graduation thesis, including any confidential annexes, to the TU Delft graduate supervisor and/or examiners. TU Delft guarantees that the graduation supervisors and/or examiners will maintain the confidentiality of the information in the confidential annex for 5 years after the graduation date.

4. Embargo

The graduation thesis uploaded via the repository excluding the confidential annex is open to the public. The company will send to TU Delft and the student a reasoned written request for non-publication. The company and the student may agree that the uploaded graduation thesis may not be made public for a maximum period of two years after the student's graduation. This period of non-publicity of the graduation thesis is called the embargo. During the embargo, TU Delft will also keep the graduation thesis confidential. The embargo will not prevent the student from graduating. The company is not allowed to consider the student's graduation thesis as a trade secret within the meaning of the Trade Secrets Act (*Wet Bescherming Bedrijfsgeheimen*), excluding the confidential annex.

If the company wants an embargo to last longer than 2 years, the company must submit one month in advance of submission of the graduation thesis to TU Delft, a written motivation request to the Executive Board of TU Delft to extend this period with a maximum extension of 3 years. The graduation thesis should be included in this written request as the Executive Board evaluates whether the extension request is necessary and reasonable based on its contents. The Executive Board shall take a decision at

its own discretion and shall communicate the decision to the company within one month after the receipt of the written extension request.

When the student uploads the graduation thesis to the repository, the student should indicate if there is an embargo and its duration. The embargo is not applicable to the metadata in the repository. Metadata are title, author, contributors, education code, date, summary.

5. Right to Results

The company is allowed to arrange agreements with the student regarding the intellectual property rights on the results the student generates within the framework of the graduation project. It is possible that the thesis supervisor and TU Delft employees may also contribute their own results or information.

In case the thesis supervisor and/or employees of TU Delft make a substantial contribution to an invention compared to the contribution of the student and/or the company employees, the intellectual property rights on the substantial contribution of TU Delft remain owned by TU Delft. When the intellectual property rights concern a patent (application), TU Delft needs to prove that its employee(s) is (are) the (co-)inventor(s) according to the Dutch Patents Act. Prior to the graduation ceremony the company and TU Delft will draft a report describing the jointly (company and TU Delft) owned intellectual property rights on the results, the intellectual property rights on the results solely owned by the company respectively TU Delft. TU Delft and company are allowed to use jointly owned intellectual property rights for free, without limitations and payments. Company holds the first right of negotiation concerning the transfer of ownership of intellectual property rights generated during the graduation project and (jointly) owned by TU Delft against market conditions. The first right of negotiation lapses if the company does not submit a written request to TU Delft to exercise its right within three months from the date of graduation. All copyrights on the graduation thesis belong to the student and remain the student's intellectual property.

6. Liability

Parties are not liable to each other for direct or indirect damages caused by or suffered from one of the parties unless there is gross negligence or willful act from the party causing the damage. If the company uses the results or applies the results or allows third parties to use or apply the results, the company indemnifies the student and TU Delft against any claims from third parties for damages following from the use or application of the results. TU Delft and the student are not liable for any damages following from the use/application of the results by the company.

7. Termination

Neither TU Delft nor the company shall terminate the graduation agreement with the student unless the student does not comply with these conditions or if the student's behavior makes the graduation agreement's termination reasonable. The graduation agreement terminates automatically upon the death of the student. In case the company wants to terminate the graduation agreement unilaterally for other reasons than aforementioned reasons, company shall discuss with thesis supervisor of TU Delft to agree on a reasonably and fairly solution preserving the successful completion of the graduation of the student.

8. Problems

In the event of problems during the graduation project that cannot be resolved between the student, the company, and the thesis supervisor at TU Delft, the company, the student or the thesis supervisor shall present such problems to the dean of the faculty. When one of the parties is willing to present the problem to the dean, this party should inform other parties about this in advance. If the problem cannot be resolved, the conflict can be brought exclusively before the competent court in the Hague, the Netherlands.

Dutch law applies exclusively to these conditions and to the graduation agreement.